
BOND TRUST INDENTURE

Dated as of December 1, 2020

Between

THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA

And

**BOKE, NATIONAL ASSOCIATION,
as Bond Trustee**

Relating to

**\$_[2020 Principal_]_
The County of Lancaster, in the State of Nebraska
Revenue Refunding Bonds
(Tabitha Projects)
Series 2020**

BOND TRUST INDENTURE

TABLE OF CONTENTS

	<u>Page</u>
Parties.....	1
Recitals.....	1
Granting Clauses.....	2
ARTICLE I	
DEFINITIONS AND RULES OF CONSTRUCTION	
Section 101. Definitions of Words and Terms.....	2
Section 102. Rules of Construction.....	10
ARTICLE II	
THE BONDS	
Section 201. Authorization of Series 2020 Bonds and Additional Bonds.....	11
Section 202. Method and Place of Payment.....	13
Section 203. Form of Bonds.....	13
Section 204. Execution and Authentication.....	13
Section 205. Registration, Transfer and Exchange.....	13
Section 206. Mutilated, Destroyed, Lost and Stolen Bonds.....	14
Section 207. Cancellation of Bonds.....	15
Section 208. Book-Entry; Securities Depository.....	15
ARTICLE III	
REDEMPTION OF BONDS	
Section 301. Redemption of Bonds.....	16
Section 302. Election to Redeem.....	17
Section 303. Redemption Amounts.....	17
Section 304. Notice of Redemption.....	17
Section 305. Deposit of Redemption Price.....	17
Section 306. Bonds Payable on Redemption Date.....	18
Section 307. Purchase Offers by Corporation.....	18
ARTICLE IV	
FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS	
Section 401. Creation of Funds and Accounts.....	18
Section 402. Deposit of Series 2020 Bond Proceeds and Other Moneys.....	19
Section 403. Series 2020 Costs of Issuance Fund.....	20
Section 404. Series 2020 Debt Service Fund.....	20
Section 405. Series 2020 Reserve Fund.....	21

Section 406.	Series 2020 Rebate Fund.....	22
Section 407.	Records and Reports of Bond Trustee.....	22
Section 408	Payments Due on Saturdays, Sundays and Holidays.....	22
Section 409.	Nonpresentment of Bonds.....	23
Section 410.	Moneys to be Held in Trust.....	23
Section 411.	Investment of Moneys.....	23

ARTICLE V

RESERVED

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601.	Authority to Issue Series 2020 Bonds and Execute Bond Indenture.....	24
Section 602.	Limited Obligations.....	24
Section 603.	Payment of Bonds.....	25
Section 604.	Performance of Covenants.....	25
Section 605.	Inspection of Books.....	25
Section 606.	Enforcement of Rights.....	25
Section 607.	Amendments to the Loan Agreement.....	25
Section 608.	Tax Covenants.....	25
Section 609.	Information Provided to County.....	26

ARTICLE VII

DEFAULT AND REMEDIES

Section 701.	Events of Default.....	26
Section 702.	Acceleration of Maturity; Rescission and Annulment.....	27
Section 703.	Exercise of Remedies by the Bond Trustee.....	27
Section 704.	Bond Trustee May File Proofs of Claim.....	28
Section 705.	Limitation on Suits by Bondowners.....	29
Section 706.	Control of Proceedings by Bondowners.....	30
Section 707.	Application of Moneys Collected.....	30
Section 708.	Rights and Remedies Cumulative.....	31
Section 709.	Delay or Omission Not Waiver.....	31
Section 710.	Waiver of Past Defaults.....	31

ARTICLE VIII

THE BOND TRUSTEE

Section 801.	Acceptance of Trusts; Certain Duties and Responsibilities.....	31
Section 802.	Certain Rights of Bond Trustee.....	33
Section 803.	Notice of Defaults.....	34
Section 804.	Compensation and Reimbursement.....	34
Section 805.	Corporate Bond Trustee Required; Eligibility.....	35
Section 806.	Resignation and Removal of Bond Trustee.....	35
Section 807.	Appointment of Successor Bond Trustee.....	36

Section 808.	Acceptance of Appointment by Successor.....	36
Section 809.	Merger, Consolidation and Succession to Business.....	36
Section 810.	Co-Bond Trustees and Separate Bond Trustees.....	36
Section 811.	Designation of Paying Agents.....	37
Section 812.	Advances by Bond Trustee.....	37

ARTICLE IX

SUPPLEMENTAL BOND INDENTURES

Section 901.	Supplemental Bond Indentures without Consent of Bondowners.....	37
Section 902.	Supplemental Bond Indentures with Consent of Bondowners.....	38
Section 903.	Execution of Supplemental Bond Indentures.....	39
Section 904.	Effect of Supplemental Bond Indentures.....	39
Section 905.	Reference in Bonds to Supplemental Bond Indentures.....	39
Section 906.	Corporation’s Consent to Supplemental Bond Indentures.....	39
Section 907.	Bondowner Consent and Waiver Requests; Deemed Consents and Waivers.....	39

ARTICLE X

SATISFACTION AND DISCHARGE

Section 1001.	Payment, Discharge and Defeasance of Bonds.....	40
Section 1002.	Satisfaction and Discharge of Bond Indenture.....	41
Section 1003.	Rights Retained After Discharge.....	41
Section 1004.	Reserved Rights in Escrow.....	41

ARTICLE XI

NOTICES, CONSENTS AND OTHER ACTS

Section 1101.	Notices.....	42
Section 1102.	Acts of Bondowners.....	42

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201.	Further Assurances.....	43
Section 1202.	Immunity of Officers, Employees and Members of County.....	43
Section 1203.	Limitation on County Obligations.....	43
Section 1204.	Benefit of Bond Indenture.....	44
Section 1205.	Severability.....	44
Section 1206.	Electronic Transactions.....	44
Section 1207.	Execution in Counterparts.....	45
Section 1208.	Governing Law.....	45

Signatures and Seals.....	S-1
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Schedule 1 - Terms of the Series 2020 Bonds.....	Sch1 - 1
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Schedule 1-P&I - Maturities and Interest Rates.....	Sch1A - 1
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Appendix A - The Refunded Obligations; The Project..... A-1
Appendix B - Form of Bonds B-1
Appendix C - Form of Disbursement Request - Costs of Issuance..... C-1

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BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE (this “Bond Indenture”), dated as of December 1, 2020, by and between **THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA** (the “County”), a county and political subdivision duly organized and existing under the laws of the State of Nebraska and **BOKF, NATIONAL ASSOCIATION** (the “Bond Trustee”), as bond trustee.

RECITALS

1. The County is authorized by Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended (the “Act”), to issue bonds and lend the proceeds thereof for the purposes of financing and refinancing the costs of projects for nonprofit enterprises as described in the Act; provided, however, any such bonds shall not be a liability of the County nor a charge against its general credit or taxing powers.

2. Pursuant to and in furtherance of the Act and at the request of Tabitha, Inc. (the “Corporation”), a nonprofit corporation duly organized in the State of Nebraska (the “State”), the County adopted a resolution authorizing the issuance, under this Bond Indenture, of the County’s (a) \$[_____] principal amount Revenue Refunding Bonds (Tabitha Projects), Series 2020 (collectively the “Series 2020 Bonds”), for the purposes of providing funds to make a loan (the “Loan”) to the Corporation under the Loan Agreement dated as of December 1, 2020 (the “Loan Agreement” between the County and the Corporation to (i) finance and refinance the Project as defined herein and as further described in Appendix A; (ii) refinance the Refunded Obligations described on **Appendix A** hereto; and (iii) finance issuance costs and a debt service reserve and related to the Bonds.

3. To further secure the payment of the principal or redemption price of and interest on the Series 2020 Bonds and the Corporation’s obligations under the Loan, the Corporation as trustor (the “Trustor”) will execute and deliver a Deed of Trust and Security Agreement dated December ___, 2020 (the “Deed of Trust”) to BOKF, National Association, as trustee thereunder (the “Deed Trustee”) for the benefit of Bond Trustee, granting the Deed Trustee a lien on certain real property of the Trustor and a security interest in certain personal property of the Trustor.

4. To further secure certain of the Corporation’s obligations under the Loan Agreement, The Tabitha Foundation (the “Guarantor”) will enter into a Guaranty Agreement dated as of December 1, 2020, by and between the Foundation and the Bond Trustee (the “Guaranty Agreement”), pursuant to which the Guarantor will agree to replenish any amounts drawn on the Series 2020 Reserve Fund within 60 days thereafter.

5. The County by resolution of its Board of Commissioners has found and determined that based upon the representations of the Corporation: (a) the real and personal property comprising the Project constitute part of a nonprofit enterprise under the Act; and (b) it is desirable to issue the Bonds to be issued under and secured by this Bond Indenture, which constitutes a collateral assignment of the County’s right, title and interest in the Loan Agreement.

6. All acts and proceedings necessary to make the Series 2020 Bonds, when authenticated by the Bond Trustee and issued as provided in this Bond Indenture, the valid, legal and binding obligations of the County, and to constitute this Bond Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made herein for the security of the payment of the Series 2020 Bonds, have been done and performed, and the execution and delivery of this Bond

Indenture and the execution and issuance of the Series 2020 Bonds, subject to the terms of this Bond Indenture, have in all respects been duly authorized.

GRANTING CLAUSES

To declare the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Bond Indenture from time to time according to their tenor and effect and to secure the performance and observance by the County of all the covenants, agreements and conditions contained in this Bond Indenture and in the Bonds, and in consideration of the premises, the acceptance by the Bond Trustee of the trusts created by this Bond Indenture, the purchase and acceptance of the Bonds by the owners thereof, the County hereby transfers in trust, pledges and assigns to the Bond Trustee, and hereby grants a security interest to the Bond Trustee in, the property described in paragraphs (a) and (b) below (said property referred to herein as the "Trust Estate"):

(a) All rights, title and interest of the County (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (1) the Loan Agreement, including, without limitation, all Loan Payments and other payments to be received by the County and paid by the Corporation under and pursuant to and subject to the provisions of the Loan Agreement (except the County's rights to payment of its fees and expenses and to indemnification as set forth in the Loan Agreement and as otherwise expressly set forth therein) and the Corporation's pledge of Gross Revenues, (2) the Security Documents and all financing statements or other instruments or documents evidencing, securing or otherwise relating to the loan of the proceeds of the Bonds, and (3) the Guaranty Agreement; and

(b) All moneys and securities from time to time held by the Bond Trustee under the terms of this Bond Indenture, and any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Bond Indenture by the County or by anyone in its behalf or with its written consent, to the Bond Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Bond Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Bond Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Bond Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the County covenants and agrees with the Bond Trustee, for the equal and proportionate benefit of the respective owners of the Bonds, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Bond Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to the definitions set forth in **Schedule 1** hereto, for all purposes of this Bond Indenture, except as otherwise provided herein or unless

the context otherwise requires, the following words and terms used in this Bond Indenture shall have the following meanings.

“Act” means Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended.

“Additional Bonds” means additional bonds which may be issued by the County on behalf of the Corporation as described under **Section 201(c)** of this Bond Indenture.

“Additional Payments” means those payments required to be made by the Corporation pursuant to **Section 4.4** of the Loan Agreement.

“Bond” or **“Bonds”** means any bond or bonds of the series of the Series 2020 Bonds, and any Additional Bonds.

“Bond Indenture” means this Bond Trust Indenture as originally executed by the County and the Bond Trustee, as from time to time amended and supplemented by Supplemental Bond Indentures in accordance with the provisions of **Article IX** of this Bond Indenture.

“Bond Trustee” means BOKF, National Association, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Bond Indenture.

“Business Day” means a day other than a Saturday, Sunday, or legal holiday on which the Bond Trustee or any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

“Closing Date” means (i) with respect to the Series 2020 Bonds, December __, 2020, and (ii) with respect to any series of Additional Bonds, the date of original issuance of such Additional Bonds.

“Corporation” means Tabitha, Inc., a nonprofit corporation organized and existing under the laws of the State of Nebraska, and its successors and assigns.

“Corporation Representative” means the chair, vice chair or secretary of the Corporation’s board of directors, the Corporation’s president/chief executive officer, chief financial officer, and such other person or persons at the time designated to act on behalf of the Corporation in matters relating to this Bond Indenture and the Loan Agreement as evidenced by a written certificate furnished to the County, the Purchaser and the Bond Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by any of the foregoing officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Corporation Representative, and any other duly authorized officer of the Corporation whose authority to execute any particular instrument or take a particular action under this Bond Indenture or the Loan Agreement shall be evidenced to the satisfaction of the Bond Trustee.

“Continuing Disclosure Agreement” means, for the Series 2020 Bonds, the Continuing Disclosure Agreement for the Series 2020 Bonds dated as of December 1, 2020, executed by the Corporation, as supplemented and amended in accordance with its terms.

“County” means the County of Lancaster, in the State of Nebraska, a county and political subdivision duly organized and existing under the laws of the State of Nebraska, or any other governmental entity duly existing in the State and succeeding to or charged with the powers, duties and functions of the County, its successors and assigns.

“County Representative” means the chair, vice chair, clerk, chief administrative officer, or finance director of the County, and such other person or persons at the time designated to act on behalf of the County in matters relating to this Bond Indenture and the Loan Agreement as evidenced by a written certificate furnished to the Corporation and the Bond Trustee containing the specimen signature of such person or persons and signed on behalf of the County by the chair, vice chair, clerk, chief administrative officer, or finance director of the County. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the County Representative.

“Defeasance Obligations” means:

- (a) Government Obligations which are not subject to redemption in advance of their maturity dates; or
- (b) obligations issued by any state of the United States of America, or any political subdivision thereof, rated at the time of purchase by at least two nationally recognized rating agencies in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), and obligations fully secured by and payable solely from an escrow fund held by a trustee consisting of cash or Defeasance Obligations described in (a) above; or
- (c) any other Permitted Investments if the Corporation causes to be delivered to the Bond Trustee and the County a written confirmation from a firm of independent certified public accountants to the effect that such Permitted Investments are ‘essentially risk-free monetary assets’ or otherwise of a nature permitted to effect the extinguishment of debt under GAAP.

“Electronic Means” means facsimile transmission, email transmission or other similar electronic means of communication customary within the securities industry providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

“Event of Default” means (i) with respect to this Bond Indenture, the definition given in **Section 701** herein, and (ii) with respect to the Loan Agreement, the definition given in **Section 6.1** of the Loan Agreement.

“GAAP” means accounting principles generally accepted in the United States of America.

“Government Obligations” means direct obligations of the United States of America or obligations the full and timely payment of the principal of and interest on which is unconditionally guaranteed by the United States of America.

“Gross Revenues” means all income, revenues, receipts and other moneys received by or on behalf of the Corporation from any source and all rights to receive the same whether in the form of accounts, deposit accounts, contract rights, chattel paper, instruments, general intangibles, health-care-insurance receivables, or other rights now owned or hereafter acquired by the Corporation, and all proceeds therefrom whether cash or noncash, all as defined in Article 9 of the Uniform Commercial Code of the applicable state where the Corporation is located; but excluding gifts, grants, bequests, donations

and contributions made to the Corporation that are specifically restricted by the donor, testator or grantor to a particular purpose that is inconsistent with their use for payments required under this Bond Indenture or the Loan Agreement, and, if also so restricted, the income and gains derived therefrom; but shall not include any amounts attributable to operations of affiliates of the Corporation with operations that do not comprise part of the Encumbered Property including, in particular, amounts attributable to the operations of [Tabitha Village, Inc., Tabitha Grand Island, Inc., or] Tabitha ALF Real Estate Holding, Inc.

“Guarantor” means The Tabitha Foundation, a Nebraska nonprofit corporation.

“Guaranty Agreement” means the Guaranty Agreement of even date herewith, between the Guarantor and the Bond Trustee, as from time to time amended in accordance with the provisions thereof.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Loan” means (i) for the Series 2020 Bonds, the loan of the proceeds of the Series 2020 Bonds made by the County to the Corporation under the Loan Agreement, and (ii) for any series of Additional Bonds, the loan of the proceeds of the Additional Bonds made by the County to the Corporation under the Loan Agreement and any Supplemental Loan Agreement providing for the issuance of such Additional Bonds.

“Loan Agreement” means the Loan Agreement of even date herewith, between the County and the Corporation as from time to time amended by Supplemental Loan Agreements in accordance with the provisions of **Article VII** of the Loan Agreement and of **Section 607** of this Bond Indenture.

“Loan Payments” means the payments of principal and interest on the Loan referred to in **Section 4.1** of the Loan Agreement.

“Official Statement” means, for the Series 2020 Bonds, the Official Statement for the Series 2020 Bonds dated _____, 2020.

“Opinion of Bond Counsel” means a written opinion of Gilmore & Bell, P.C., or any other legal counsel acceptable to the County and the Corporation who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion of any legal counsel acceptable to the Corporation, the Bond Trustee and the Purchaser and, to the extent the County is asked to take action in reliance thereon, the County.

“Outstanding” means, as of the date of determination, all Bonds theretofore authenticated and delivered under this Bond Indenture, except:

(1) Bonds theretofore cancelled by the Bond Trustee or delivered to the Bond Trustee for cancellation as provided in **Section 207** of this Bond Indenture;

(2) Bonds for whose payment or redemption money or Permitted Investments in the necessary amount has been deposited with the Bond Trustee or any Paying Agent in trust for the owners of such Bonds as provided in **Section 1001** of this Bond Indenture, provided that, if such

Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Bond Indenture or provision therefor satisfactory to the Bond Trustee has been made;

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Bond Indenture; and

(4) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** of this Bond Indenture.

“Parity Obligations” means additional indebtedness obligations of the Corporation issued or incurred pursuant to the provisions of the Loan Agreement to persons other than the County and secured all or in part on a parity basis with the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the Bond Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated as paying agent for a series of Bonds.

“Permitted Investments” means, if and to the extent the same are at the time legal for investment of funds held under this Bond Indenture:

(A) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (B) below).

(B) Government Obligations, including without limitation, direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, and Obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration.

(C) Bonds notes or other evidences of indebtedness rated “AA” by Standard & Poor’s Ratings Services (“Standard & Poor’s”) or “Aa” by Moody’s Investors Service (“Moody’s”) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding five years.

(D) U.S. dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic commercial banks (including the Bond Trustee or any of its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of “A-1” or

“A-1+” by Standard & Poor’s and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank).

(E) Commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by Standard & Poor’s and “P-1” by Moody’s and which matures not more than 270 days after the date of purchase.

(F) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by Standard & Poor’s.

(G) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(1) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest two rating categories of Standard & Poor’s or Moody’s or any successors thereto; or

(2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (A) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(H) Certificates of deposit (which may be administered through the Certificate of Deposit Account Registry Service (CDARS) or time or demand deposits constituting direct obligations of any bank, bank holding company, savings and loan association, trust company or other financial institution organized under the laws of the United States of America or any state thereof (including the Bond Trustee or any of its affiliates), except that investments may be made only in certificates of deposit or time or demand deposits which are:

(1) insured by the Federal Deposit Insurance Corporation or a fund thereof, or any other similar United States Government deposit insurance program then in existence; or

(2) continuously and fully secured by Government Obligations, which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time or demand deposits; or

(3) issued by a bank, bank holding company, savings and loan association, trust company or other financial institution organized under the laws of the United

States or any state thereof (including the Bond Trustee or any of its affiliates) whose outstanding unsecured long-term debt is rated, at the time of issuance, in one of the two highest rating categories by a nationally recognized rating service.

(I) Repurchase agreements with any bank, bank holding company, savings and loan association, trust company or other financial institution organized under the laws of the United States of America or any state thereof (including the Bond Trustee or any of its affiliates), that are continuously and fully secured by Government Obligations and which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements, provided that each such repurchase agreement conforms to current industry standards as to form and time, is in commercially reasonable form, is for a commercially reasonable period, results in transfer of legal title to identified Government Obligations which are segregated in a custodial or trust account for the benefit of the Bond Trustee, and further provided that Government Obligations acquired pursuant to such repurchase agreements shall be valued at the lower of the then current market value thereof or the repurchase price thereof set forth in the applicable repurchase agreement.

(J) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated, at the time of such agreement, in one of the two highest rating categories by a nationally recognized rating service.

(K) With the consent (or deemed consent pursuant to **Section 907**) of the owners of a majority in principal amount of the Bonds Outstanding, such other investments as then permitted by applicable law for funds of the County or the Corporation, as then applicable.

The Bond Trustee shall be entitled to assume that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter, absent actual receipt of written notice to the contrary. The Bond Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of or investment in such Permitted Investments.

“Person” means any natural person, firm, association, corporation, partnership, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“Project” shall mean with respect to the Series 2020 Bonds, the facilities the costs of which were paid in whole or in part, or for which the Corporation was reimbursed in whole or in part from the proceeds of the sale of the Series 2020 Bonds or from the proceeds of loans refinanced, in whole or in part, from the proceeds of the sale of the Series 2020 Bonds, and which constitute part of a “nonprofit enterprise” as defined in the Act, as further described in **Appendix A** hereto and in the Tax Compliance Agreement; provided, however, that the Corporation may make changes and amendments to the Project as provided in the Loan Agreement.

“Purchase Contract” means the Bond Purchase Agreement among the County, the Corporation and the Purchaser with respect to the Series 2020 Bonds.

“Purchaser” means, (i) with respect to the Series 2020 Bonds, Northland Securities, Inc., as managing underwriter of the Series 2020 Bonds, and its successors or assigns, and (ii) with respect to any series of Additional Bonds, the purchaser of such series of Additional Bonds and its successors or assigns.

“Record Date” means the [15th] day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment on any Bond is to be made.

“Refunded Obligations” means the outstanding bonds and other debt obligations previously issued for the benefit of the Corporation being refunded with proceeds of the Series 2020 Bonds, as further described in hereto **Appendix A**.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Security Documents” has the meaning set forth in **Schedule 1** of this Bond Indenture.

“Series 2020 Bonds” means the \$_____ principal amount Revenue Refunding Bonds (Tabitha Projects), Series 2020, authenticated and delivered under and pursuant to this Bond Indenture.

“Series 2020 Costs of Issuance Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Series 2020 Debt Service Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Series 2020 Rebate Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Series 2020 Refunding Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Series 2020 Reserve Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Series 2020 Reserve Requirement” means, with respect to the Series 2020 Bonds, initially, the sum of \$_____ which is, at the date of original issuance and delivery of the Series 2020 Bonds, equal to the least of (a) 10% of the original aggregate principal amount of the Series 2020 Bonds, (b) the maximum annual debt service on the Series 2020 Bonds in any future fiscal year following such date, or (c) 125% of the average future annual debt service on the Series 2020 Bonds; provided, however, that if the Corporation shall request and the Bond Trustee shall receive an Opinion of Bond Counsel to the effect that the Series 2020 Reserve Requirement must be reduced in order that the amounts on deposit in the Series 2020 Reserve Fund may continue to be invested without yield restriction under the Internal Revenue Code, the Series 2020 Reserve Requirement shall be reduced in conformity with such opinion.

“Supplemental Bond Indenture” means any indenture supplemental or amendatory to this Bond Indenture entered into by the County and the Bond Trustee pursuant to **Article IX** of this Bond Indenture, and with respect to the issuance of Additional Bonds may be a separate instrument.

“Supplemental Loan Agreement” means any agreement supplemental or amendatory to the Loan Agreement entered into by the County and the Corporation pursuant to **Article VII** of the Loan Agreement and **Section 607** of this Bond Indenture, and with respect to the issuance of Additional Bonds may be a separate instrument.

“Tax Compliance Agreement” means the Tax Compliance Agreement dated as of December 1, 2020 by and among the County, the Corporation and the Bond Trustee, as supplemented and amended from time to time.

“Tax-Exempt Organization” means a nonprofit organization, organized under the laws of the United States of America or any state thereof, that is an organization described in Section 501(c)(3) of the Internal Revenue Code, is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code, and is not a “private foundation” within the meaning of Section 509(a) of the Internal Revenue Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Transaction Documents” means this Bond Indenture, the Series 2020 Bonds, the Loan Agreement, the Security Documents, the Guaranty Agreement, the Tax Compliance Agreement, the Purchase Contract, and any and all other documents or instruments that evidence or are a part of the transactions referred to in this Bond Indenture or the Loan Agreement or contemplated by this Bond Indenture or the Loan Agreement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party; and provided further, that when the words “Transaction Documents” are used in connection with a particular series of Bonds, the same shall mean only those transaction documents that provide for or contemplate authorization, execution, delivery, approval or performance in connection with that series of Additional Bonds.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Bond Indenture.

“Value,” as of any particular time of determination, means, (a) with respect to cash the face value thereof, (b) with respect to any investments, other than those in the Series 2020 Reserve Fund, the lower of the cost of the investment or the market price of the investment on the date of valuation, and (c) with respect to any investments in the Series 2020 Reserve Fund, the market price of the investment on the date of valuation.

Section 102. Rules of Construction. For all purposes of this Bond Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Bond Indenture:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.
- (c) All references herein to GAAP refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Bond Indenture as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

(g) Whenever an item or items are listed after the word “including” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II THE BONDS

Section 201. Authorization of Series 2020 Bonds and Additional Bonds.

(a) *General.* The County may issue bonds in series from time to time under this Bond Indenture, but subject to the provisions of this Bond Indenture and any Supplemental Bond Indenture authorizing a series of Additional Bonds. No Bonds may be issued under this Bond Indenture except in accordance with the provisions of this Article.

(b) *Series 2020 Bonds.* The Series 2020 Bonds shall be issued and secured by this Bond Indenture and shall have the principal, interest, mandatory sinking fund redemption, optional redemption, purchase and other terms and provisions provided in **Schedule 1** of this Bond Indenture. The Series 2020 Bonds shall be executed in the manner set forth herein and delivered to the Bond Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2020 Bonds by the Bond Trustee the following documents shall be filed with the Bond Trustee:

(i) A copy of the resolution adopted by the County authorizing the issuance of the Series 2020 Bonds and the execution of the Transaction Documents to which it is a party;

(ii) A copy of the resolution adopted by the Corporation authorizing the execution and delivery of the Transaction Documents to which it is a party, and approving this Bond Indenture and the issuance and sale of the Series 2020 Bonds;

(iii) A copy of the resolution adopted by the Guarantor authorizing the execution and delivery of the Guaranty Agreement;

(iv) An execution copy of the Bond Indenture, the Loan Agreement, the Guaranty Agreement, the Security Documents, and the Tax Compliance Agreement;

(v) A request and authorization to the Bond Trustee on behalf of the County, executed by a County Representative, to authenticate and deliver the Series 2020 Bonds;

(vi) The Opinion of Bond Counsel dated the Closing Date, in substantially the form attached to the Purchase Contract;

(vii) Such other certificates, statements, receipts, opinions and documents required by any of the Transaction Documents or as the Purchaser or bond counsel shall reasonably require in connection with the delivery of the Series 2020 Bonds.

When the documents specified in (i) through (vii) above have been filed with Gilmore & Bell, P.C. and the Bond Trustee, and when the Series 2020 Bonds shall have been executed and authenticated as required by this Bond Indenture, the Bond Trustee shall deliver the Series 2020 Bonds to or upon the order of the Purchaser thereof, but only upon payment to the Bond Trustee of the purchase price of the Series 2020 Bonds as set forth in the request and authorization.

(c) *Additional Bonds.* The County may, at the request of the Corporation, issue, sell and deliver one or more series of Additional Bonds secured by any of the funds and accounts created hereunder for the purposes, upon satisfaction of the conditions and in the manner provided herein.

Any series of Additional Bonds shall bear interest from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for at the interest rates and payable on the Interest Payment Dates determined in accordance with the Supplemental Bond Indenture authorizing the issuance of such series of Additional Bonds.

Any series of Additional Bonds shall be executed in the manner set forth herein and delivered to the Bond Trustee for authentication, but prior to or simultaneously with the authentication and delivery of a series of Additional Bonds by the Bond Trustee the following documents shall be filed with the Bond Trustee:

(i) For Additional Bonds, a copy of the resolution adopted by the County authorizing the issuance of the series of Additional Bonds and the transaction documents to which it is a party in connection with the issuance of the series of Additional Bonds.

(ii) A copy of the resolution adopted by the Corporation authorizing the execution and delivery of any transaction documents to which it is a party in connection with the issuance of the series of Additional Bonds, and approving the issuance and sale of the series of Additional Bonds.

(iii) An execution copy of the Supplemental Bond Indenture and the Supplemental Loan Agreement and the other transaction documents to be delivered in connection with the issuance of the series of Additional Bonds upon the authentication and delivery of the series of Additional Bonds.

(iv) A request and authorization to the Bond Trustee on behalf of the County, executed by a County Representative, to authenticate and deliver the Additional Bonds.

(v) An Opinion of Bond Counsel dated the Closing Date of the Additional Bonds, regarding the validity and, if applicable, the excludability from gross income of the interest on the Additional Bonds for federal income tax purposes, if the Additional Bonds are issued as federally tax-exempt bonds.

(vi) Such other certificates, statements, receipts, opinions and documents required by any of the Transaction Documents or as the Purchaser or bond counsel shall reasonably require in connection with the delivery of the Additional Bonds.

When the documents specified in (i) through (vi) above have been filed with the Bond Trustee, and when the Additional Bonds shall have been executed and authenticated as required by this Bond Indenture and the Supplemental Bond Indenture for the Additional Bonds, the Bond Trustee shall deliver the Additional Bonds to or upon the order of the Purchaser of such Additional Bonds.

Section 202. Method and Place of Payment. The principal of, redemption premium, if any, and interest on the Bonds shall be payable (A) in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts, and (B) (1) by check or draft mailed to such registered owner at such owner's address as it appears on the bond register or at such other address as is furnished to the Bond Trustee in writing by such owner, or (2) at the written request of any owner of at least \$500,000 aggregate principal amount of Bonds received by the Bond Trustee prior to the Record Date for any payment, by wire transfer to an account within the United States of America, which such written request shall include the name of the bank, its address, its ABA routing number, accounting number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited.

Section 203. Form of Bonds. The Series 2020 Bonds issued under this Bond Indenture shall be issuable as fully registered bonds in substantially the form set forth in **Appendix B** attached to this Bond Indenture, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture or any Supplemental Bond Indenture. Additional Bonds issued under this Bond Indenture shall be issuable as fully registered bonds in substantially the form set forth in the Supplemental Bond Indenture providing for the issuance of such Additional Bonds. Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law, or other transaction terms, with respect thereto.

Section 204. Execution and Authentication. The Bonds shall be executed on behalf of the County by the manual, facsimile or other electronic signature of a County Representative and attested by the manual, facsimile or other electronic signature of its secretary or an assistant secretary and shall have the corporate seal of the County affixed thereto, imprinted thereon, or electronically applied thereto. If any officer whose signature appears on any Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Bond Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication executed by the Bond Trustee by signature of an authorized officer or signatory of the Bond Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Bond Indenture, the County may deliver Bonds executed by the County to the Bond Trustee for authentication and the Bond Trustee shall authenticate and deliver such Bonds as in this Bond Indenture provided and not otherwise.

Section 205. Registration, Transfer and Exchange. The Bond Trustee shall cause to be kept at its designated corporate trust office a register (referred to herein as the "**bond register**") in which, subject to such reasonable regulations as it may prescribe, the Bond Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided. The Bond Trustee is hereby appointed "**bond registrar**" for the purpose of registering Bonds and transfers of Bonds as herein provided.

Bonds may be transferred or exchanged only upon the bond register maintained by the Bond Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the designated corporate trust office of the Bond Trustee, the County shall execute, and the Bond Trustee

shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity, of any authorized denominations and of a like aggregate principal amount.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the County or the Bond Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the County and the Bond Trustee, as bond registrar, duly executed by the owner thereof or such owner's attorney or legal representative duly authorized in writing.

All Bonds surrendered upon any exchange or transfer provided for in this Bond Indenture shall be promptly cancelled by the Bond Trustee and thereafter disposed of as directed by the County.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same security and benefits under this Bond Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Bond Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Bond Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Corporation. In the event any registered owner fails to provide a correct taxpayer identification number to the Bond Trustee, the Bond Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Bond Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds. The transferor shall also provide or cause to be provided to the Bond Trustee all information necessary to allow the Bond Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Bond Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The County, the Corporation, the Bond Trustee and any agent of the County, the Corporation or the Bond Trustee may treat the Person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of (and premium, if any), and interest on, such Bond and for all other purposes whatsoever, except as otherwise provided in this Bond Indenture, whether or not such Bond is overdue, and, to the extent permitted by law, neither any County, the Corporation, the Bond Trustee nor any such agent shall be affected by notice to the contrary.

The Person in whose name any Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Bond Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 206. Mutilated, Destroyed, Lost and Stolen Bonds. If (i) any mutilated Bond is surrendered to the Bond Trustee, or the County and the Bond Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the County and the Bond Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the County or the Bond Trustee that such Bond has been acquired by a bona

fide purchaser, the County shall execute and the Bond Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. Upon the issuance of any new Bond under this Section, the County and the Bond Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 207. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bond Trustee, shall be promptly cancelled by the Bond Trustee, and, if surrendered to any Paying Agent other than the Bond Trustee, shall be delivered to the Bond Trustee and, if not already cancelled, shall be promptly cancelled by the Bond Trustee. The County or the Corporation may at any time deliver to the Bond Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the County or the Corporation may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bond Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Bond Indenture. Upon request, the Bond Trustee shall execute and deliver to the County and the Corporation a certificate describing the Bonds so cancelled. All cancelled Bonds held by the Bond Trustee shall be disposed of as directed by the County or in accordance with the Bond Trustee's retention policy then in effect.

Section 208. Book-Entry; Securities Depository.

(a) The Series 2020 Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Series 2020 Bonds, except in the event the Bond Trustee issues Replacement Bonds as provided in **Subsection (b)**. It is anticipated that during the term of the Series 2020 Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Series 2020 Bonds to the Participants until and unless the Bond Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in **Subsection (b)**.

(b) (1) If the Corporation determines (with written notice to the County and the Bond Trustee) (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any owner of the Series 2020 Bonds other than Cede & Co. is no longer in the best interests of the beneficial owners of the Series 2020 Bonds, or (2) if the Bond Trustee receives written notice from Participants having interests in not less than 50% of the Series 2020 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a Book-Entry System to the exclusion of any Series 2020 Bonds being issued to any owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Series 2020 Bonds, then the Bond Trustee shall notify the owners and the County of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under **(1)(A)** or **(1)(B)** of this **Subsection (b)**, the Corporation, with the consent of the Bond Trustee and the County, may select a successor securities depository in accordance with **Subsection (c)** to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2020 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Corporation, the Bond Trustee or owners of the Series 2020 Bonds are unable to locate a qualified successor of the Securities Depository, then the Bond Trustee shall authenticate and cause delivery of Replacement Bonds to owners, as provided herein. The Bond Trustee may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Corporation.

(c) In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Corporation, with the consent of the Bond Trustee and the County, may appoint a successor Securities Depository provided the Bond Trustee receives written evidence satisfactory to the Bond Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Trustee upon its receipt of a Series 2020 Bond or Series 2020 Bonds for cancellation shall cause the delivery of Series 2020 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption of Bonds. The Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this Section.

(a) *Optional and Extraordinary Optional Redemption of Series 2020 Bonds.* The Series 2020 Bonds shall be subject to optional and extraordinary optional redemption prior to maturity as provided in **Schedule 1** of this Bond Indenture.

(b) *Mandatory Redemption of Series 2020 Bonds.* The Series 2020 Bonds are not subject to mandatory redemption prior to maturity.

(c) *Optional and Extraordinary Optional Redemption of Additional Bonds.* Additional Bonds of a series shall be subject to optional and extraordinary optional redemption and payment prior to maturity, at the option of the Corporation on the dates, in the amounts, and at the redemption prices as shall be set forth in the Supplemental Bond Indenture for that series of Additional Bonds.

(d) *Mandatory Redemption of Additional Bonds.* Any Additional Bonds shall be subject to mandatory redemption and payment prior to maturity on the dates, in the amounts, and at the redemption prices as shall be set forth in the Supplemental Bond Indenture for that series of Additional Bonds.

(e) *Purchase in Lieu of Redemption.* When the Bonds are subject to optional redemption, such Bonds may be purchased in lieu of redemption from moneys paid by or on behalf of the Corporation on the applicable redemption date at a purchase price equal to the

applicable redemption price established for such optional redemption, and such Bonds shall be purchased, and not redeemed, with moneys deposited for such purchase. The purchase of Bonds by the Corporation pursuant to this subsection or advance or use of any moneys to effectuate such purpose shall not be deemed to be a redemption of such Bonds or any portion thereof, and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Bonds. The Corporation's option to purchase Bonds pursuant to this provision shall be effective whether or not the notice of optional redemption sent to Holders indicates that the Corporation has exercised, or intends to exercise, such option. No further or additional notice to Holders shall be required in connection with the purchase in lieu of redemption.

Section 302. Election to Redeem. The County shall elect to redeem Bonds subject to optional redemption upon receipt of a written direction of the Corporation.

Section 303. Redemption Amounts. Except with the consent of the Purchaser, Bonds may be redeemed only in principal amounts equal to authorized denominations thereof.

Section 304. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed, or otherwise provided for Additional Bonds in the Supplemental Bond Indenture for such Additional Bonds, official notice of any such redemption shall be given by or with acknowledgement from the County upon written direction from the Corporation to the Bond Trustee at least **30** days prior to the redemption date (or such lesser period consented to by the Bond Trustee, which consent shall not be unreasonable withheld).

Notice of any redemption of the Bonds pursuant to this **Section 304** shall be conditioned on either (i) there being on deposit on the redemption date sufficient money to pay the full redemption price of the Bonds to be redeemed or (ii) such notice stating that if sufficient funds are not available on the redemption date to pay the full redemption price, then the redemption and the original notice thereof are void, rescinded and of no force and effect.

All official notices of redemption shall be dated and shall state: (1) the redemption date; (2) the redemption price; (3) the principal amount of Bonds to be redeemed; (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (5) the place where the Bonds to be redeemed are to be surrendered (if required hereunder) for payment of the redemption price. The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Trustee shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Bond Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 305. Deposit of Redemption Price. On or prior to any redemption date, the County shall deposit with the Bond Trustee or with a Paying Agent, the moneys provided by the Corporation to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be

held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

Section 306. Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless insufficient funds are provided for payment of the redemption price, in which event any conditional notice of redemption shall be deemed rescinded and shall be of no force or effect) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the County at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the owners of the Bonds registered as such on the relevant Record Dates according to the terms of such Bonds and the provisions of **Section 202**. If any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the County or the Bond Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Bond Trustee duly executed by, the owner thereof or such owner's attorney or legal representative duly authorized in writing), the County shall execute and the Bond Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same maturity of any authorized denomination or denominations as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to surrender and present such Bond to the Bond Trustee for payment and exchange in the circumstances set forth above, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount called for redemption (and to that extent only).

Section 307. Purchase Offers by Corporation. The Corporation may, on any date, regardless of whether such Bonds are then eligible for optional redemption, request in writing that the Bond Trustee assist the Corporation in communicating a purchase offer of any Bonds or portions thereof identified by the Corporation for such offer, in the proposed amounts and with the proposed purchase offer prices and other terms and conditions as determined by the Corporation. Upon receipt of such request, the Bond Trustee shall assist the Corporation by giving the notice of such purchase offer, prepared by the Corporation, to the owners of such Bonds, and providing to the Corporation any responses received from such owners. The Bond Trustee shall follow the applicable procedure for such notice as set forth in Securities Depository's operational arrangements, as in effect at the time, if any. The Bond Trustee shall have no liability in connection with any such purchase offer, and the Corporation shall pay and indemnify the Bond Trustee and the County for all costs related to such purchase offer.

**ARTICLE IV
FUNDS AND ACCOUNTS AND
APPLICATION OF BOND PROCEEDS
AND OTHER MONEYS**

Section 401. Creation of Funds and Accounts. There is hereby created and ordered to be established in the custody of the Bond Trustee the following special trust funds in the name of the County to be designated as follows:

(a) *Series 2020 Refunding Fund.* The "Lancaster County – Tabitha – Refunding Fund, Series 2020" (the "Series 2020 Refunding Fund").

(b) *Series 2020 Costs of Issuance Fund.* The "Lancaster County – Tabitha – Costs of Issuance Fund, Series 2020" (the "Series 2020 Costs of Issuance Fund").

(c) *Series 2020 Debt Service Fund.* The “Lancaster County – Tabitha – Debt Service Fund, Series 2020” (the “Series 2020 Debt Service Fund”).

(d) *Series 2020 Debt Service Reserve Fund.* The “Lancaster County – Tabitha – Debt Service Reserve Fund, Series 2020” (the “Series 2020 Reserve Fund”).

(e) *Series 2020 Rebate Fund.* The “Lancaster County – Tabitha – Rebate Fund, Series 2020” (the “Series 2020 Rebate Fund”).

The Bond Trustee is authorized to establish a closing settlement account and separate accounts or subaccounts within such funds or otherwise segregate moneys within such funds, on a book-entry basis or in such other manner as the Bond Trustee may deem necessary or convenient, or as the Bond Trustee shall be instructed by the County or the Corporation.

Section 402. Deposit of Series 2020 Bond Proceeds and Other Moneys. The County shall cause to be paid to the Bond Trustee, from amounts received by the County from the sale of the Series 2020 Bonds pursuant to the Purchase Contract, the purchase price of the Series 2020 Bonds in the aggregate amount of \$_____ (reflecting the par amount of the Series 2020 Bonds of \$_____, [original issue premium of \$_____] and an underwriting discount of \$_____). Such amount shall be deposited and applied by the Bond Trustee, together with other funds available to the Bond Trustee, as follows:

- (a) \$_____ of equity contributions of the Corporation and \$_____ of proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Costs of Issuance Fund for application in accordance with **Section 403**.
- (b) \$_____ of the proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Reserve Fund for application in accordance with **Section 406**.
- (c) \$_____ of proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Refunding Fund. Immediately following issuance of the Series 2020 Bonds, all amounts in the Series 2020 Refunding Fund, together with \$_____ of equity contributions of the Corporation released and transferred by the trustee for the Refunded Bonds to the Bond Trustee, shall be transferred for refunding of the Refunded Obligations, as further described in the closing settlement memorandum for the Series 2020 Bonds, and the Series 2020 Refunding Fund shall then be closed.

Section 403. Series 2020 Costs of Issuance Fund. Moneys in the Series 2020 Costs of Issuance Fund shall be used for paying the costs and expenses incident to the issuance of the Series 2020 Bonds. The Bond Trustee shall disburse moneys on deposit in the Series 2020 Costs of Issuance Fund from time to time to pay or as reimbursement for payment made for the costs of issuing the Series 2020 Bonds, after receipt of written disbursement requests of the Corporation signed by the Corporation Representative, in substantially the form of **Appendix C** hereto, together with copies of invoices for which payment is being requested. The Bond Trustee shall be fully protected in relying on a properly executed written disbursement request of the Corporation Representative and shall have no duty or obligation to confirm that any requested disbursements constitute costs of issuing the Bonds. The Bond Trustee shall transfer to the Series 2020 Debt Service Fund any moneys remaining in the Series 2020 Costs of Issuance Fund on the earlier of (i) the date which is 3 Business Days after the Bond Trustee receives written notice from the Corporation Representative to the effect that no additional costs of issuing the Bonds are payable from the Series 2020 Costs of Issuance Fund, or (ii) the first Business Day of the calendar month next preceding the date which is six months after the Closing Date of the Series 2020 Bonds, and the Series 2020 Costs of Issuance Fund shall then be closed.

Section 404. Series 2020 Debt Service Fund. The Bond Trustee shall deposit and credit to the Series 2020 Debt Service Fund, as and when received, as follows:

- (a) All Loan Payments made by the Corporation pursuant to **Section 4.1** of the Loan Agreement.
- (b) Any amount required to be transferred from the Series 2020 Costs of Issuance Fund to the Series 2020 Debt Service Fund pursuant to **Section 403**.
- (c) Any amount required to be transferred from the Series 2020 Reserve Fund pursuant to **Section 405**.
- (d) Interest earnings and other income on Permitted Investments required to be deposited in the Series 2020 Debt Service Fund pursuant to **Section 411** hereof.
- (e) All other moneys received by the Bond Trustee under and pursuant to any of the provisions of this Bond Indenture or the Loan Agreement, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Series 2020 Debt Service Fund.

The Bond Trustee is authorized and directed to withdraw sufficient funds from the Series 2020 Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Series 2020 Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Bond Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

The Bond Trustee, upon the written instructions from the County given pursuant to written direction of the Corporation, shall use excess moneys in the Series 2020 Debt Service Fund to redeem all or part of the Series 2020 Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Corporation, in accordance with the provisions of **Article III** hereof, so long as the Corporation is not in default with respect to any payments under the Loan Agreement and to the extent said moneys are in excess of the amount required for payment of Series 2020 Bonds theretofore matured or called for redemption and past due interest.

After payment in full of the principal of, redemption premium, if any, and interest on the Series 2020 Bonds (or after provision has been made for the payment thereof as provided in this Bond Indenture), all rebatable arbitrage to the United States and the fees, charges and expenses of the Bond Trustee, any Paying Agents and the County, and any other amounts required to be paid under this Bond Indenture and the Loan Agreement, all amounts remaining in the Series 2020 Debt Service Fund shall be paid to the Corporation upon the expiration or sooner termination of the Loan Agreement.

Section 405. Series 2020 Reserve Fund. In addition to amounts deposited into the Series 2020 Reserve Fund pursuant to **Section 402(c)** hereof, the Bond Trustee shall deposit and credit to the Series 2020 Reserve Fund, as and when received, the following:

- (a) The amounts required to be paid into the Series 2020 Reserve Fund pursuant to **Section 4.3** of the Loan Agreement.
- (b) Any payments required to be made by the Corporation under the Loan Agreement to make up a deficiency in the Series 2020 Reserve Fund.
- (c) Any payments required to be made by the Guarantor under the Guaranty Agreement to make up a deficiency in the Series 2020 Reserve Fund.
- (d) Interest earnings and other income on Permitted Investments required to be deposited in the Series 2020 Reserve Fund.
- (e) All other moneys received by the Bond Trustee under and pursuant to any of the provisions of the Loan Agreement or any other Transaction Document, when accompanied by written directions from the person depositing such moneys that such moneys are to be paid into the Series 2020 Reserve Fund.

Except as otherwise herein provided, moneys in the Series 2020 Reserve Fund shall be disbursed and expended by the Bond Trustee solely for the payment of the principal of and redemption premium, if any, and interest on the Series 2020 Bonds if sufficient money therefor are not available in the Series 2020 Debt Service Fund. In the event the balance of moneys in the Series 2020 Debt Service Fund is insufficient to pay principal of or interest on the Series 2020 Bonds when due and payable, money in the Series 2020 Reserve Fund shall be transferred into the Series 2020 Debt Service Fund in an amount sufficient to make up such deficiency. The Bond Trustee may use moneys in the Series 2020 Reserve Fund for such purpose whether or not the amount in the Series 2020 Reserve Fund at that time equals the Series 2020 Reserve Requirement. Such money shall be used first to make up any deficiency in the payment of interest and then principal. Money in the Series 2020 Reserve Fund shall also be used to pay the last Series 2020 Bonds becoming due unless such Series 2020 Bonds and all interest thereon be otherwise paid, and thereafter any remaining balance in the Series 2020 Reserve Fund shall be paid to the Corporation.

The Bond Trustee shall determine the Value of cash and Permitted Investments in the Series 2020 Reserve Fund semi-annually each March 15 and September 15 and at the time of any withdrawal from the Series 2020 Reserve Fund and at such other times as the Bond Trustee deems appropriate. If on any valuation date, the Value of cash and Permitted Investments on deposit in the Series 2020 Reserve Fund is less than the Series 2020 Reserve Requirement, or at any time any amount is withdrawn from the Series 2020 Reserve Fund for the purposes described above, the Bond Trustee shall promptly notify the Corporation of such deficiency, and instruct the Corporation to make up such deficiency by making

payment of such deficiency immediately in the case of a valuation deficiency, and in the case of a withdrawal, directly to the Bond Trustee for deposit in the Series 2020 Reserve Fund by no later than the 50th day following such withdrawal. If the Bond Trustee shall not have received such replenishment by the 15th day following a valuation deficiency, or the 50th day following a withdrawal, the Bond Trustee shall provide notice to the Guarantor as provided in the Guaranty Agreement.

If the Debt Service Reserve Requirement is reduced at the option of the Corporation as provided in the definition of "Series 2020 Reserve Requirement" herein, and if such reduction results in an excess of cash or Permitted Investments, the excess shall be transferred to the Series 2020 Debt Service Fund.

Section 406. Series 2020 Rebate Fund. There shall be deposited in the Series 2020 Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Series 2020 Rebate Fund shall be held by the Bond Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the Corporation, the County nor the owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement.

Pursuant to the Tax Compliance Agreement, the Bond Trustee shall remit all required rebate installments and a final rebate payment to the United States. Neither the Bond Trustee nor the County shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Series 2020 Rebate Fund created under this Bond Indenture as provided in this Bond Indenture or from other moneys provided to it by the Corporation. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2020 Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Corporation.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Series 2020 Bonds until all rebatable arbitrage shall have been paid.

Section 407. Records and Reports of Bond Trustee. The Bond Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Bond Trustee pursuant to the provisions of this Bond Indenture, including monthly transaction statements, which will detail all investment transactions relating to any funds or accounts held by the Bond Trustee under this Bond Indenture, and such other records and reports as are reasonably requested by the County or the Corporation. The Bond Trustee shall render an annual accounting for each one-year period ending December 31 to any bondowner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, including investment earnings and the balance in any funds or accounts held by the Bond Trustee or the Corporation, respectively, under this Bond Indenture as of the beginning and close of such accounting period.

Section 408. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 409. Nonpresentment of Bonds. No surrender or presentation of Bonds shall be required for partial redemptions of a Bond prior to maturity or payment in full of such Bond unless elected by the Purchaser or requested in writing by the Bond Trustee, the County or the Corporation. In the event any Bond shall not be presented for payment when the principal thereof in the circumstances set forth above, if funds sufficient to pay such Bond shall have been made available to the Bond Trustee, all liability of the County to the owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Bond Trustee to hold such funds in trust, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on such owner's part under this Bond Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within three years following the date when such Bond is required to be surrendered or presented for payment, the Bond Trustee shall repay to the Corporation the funds theretofore held by it for payment of such Bond, without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Corporation, and the owner thereof shall be entitled to look only to the Corporation for payment, and then only to the extent of the amount so repaid, and the Corporation shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 410. Moneys to be Held in Trust. All moneys deposited with or paid to the Bond Trustee for the funds and accounts held under this Bond Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Bond Indenture shall be held by the Bond Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Bond Indenture and the Loan Agreement, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the County or the Corporation except as provided under **Section 411** hereof for investment purposes. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder.

Section 411. Investment of Moneys. Moneys held in the Series 2020 Costs of Issuance Fund, the Series 2020 Project Fund and the Series 2020 Debt Service Fund, shall be invested by the Bond Trustee pursuant to written directions of the Corporation Representative, in accordance with the provisions of this Bond Indenture in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed; provided, however, in the absence of written directions from the Corporation, the Bond Trustee shall hold such funds in a money market fund described in (F) of the definition of Permitted Investments until the Bond Trustee receives written directions regarding investment. The Bond Trustee shall promptly give written notice to the Corporation that any fund or account hereunder is uninvested; provided, that the Bond Trustee shall not be liable for losses resulting from failure to promptly give such written notice. The Corporation acknowledges that any such investment direction is required to comply with the terms of the Tax Compliance Agreement. The Bond Trustee may make any investments permitted by the provisions of this Section through its own bond department or investment department and may pool moneys for investment purposes, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Compliance Agreement, which shall be invested separately, or that the Corporation notifies the Bond Trustee to invest separately because such funds are required to be yield restricted in accordance with the Tax Compliance Agreement. Any such Permitted Investments shall be held by or under the control of the Bond Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account. The Bond Trustee or the Corporation shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or

account and the Bond Trustee shall not be liable for any loss resulting from such investments. The Bond Trustee may rely on the investment directions of the Corporation Representative as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments. Ratings of Permitted Investments shall be determined at the time of initial purchase of such Permitted Investments and without regard to ratings subcategories and the Bond Trustee shall have no shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments, including at the time of reinvestment of earnings thereof. The parties hereto acknowledge that regulations of the Comptroller of the Currency grant them the right to receive brokerage confirmations of security transactions as they occur. The parties hereto specifically waive such notification to the extent permitted by law and acknowledge that they will receive periodic transaction statements as provided in **Section 407**, which will detail all investment transactions.

ARTICLE V RESERVED

ARTICLE VI GENERAL COVENANTS AND PROVISIONS

Section 601. Authority to Issue Series 2020 Bonds and Execute Bond Indenture. The County covenants that it is duly authorized under the Constitution and laws of the State of Nebraska to execute this Bond Indenture, to issue the Series 2020 Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Bond Indenture and the issuance of the Series 2020 Bonds has been duly and effectively taken; and that the Series 2020 Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the County according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 602. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the County payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Loan Payments and other payments derived by the County under the Loan Agreement (except for fees and expenses payable to the County, the County's right to indemnification as set forth in the Loan Agreement and as otherwise expressly set forth therein), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Bond Trustee and in favor of the owners of the Bonds, as provided in this Bond Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Nebraska or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Nebraska or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Loan Agreement and in this Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Nebraska or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. No provision of this Bond Indenture, nor any of the Transaction Documents nor of the Bonds shall be construed to create a debt of the State of Nebraska within the meaning of the constitution or statutes of the State of Nebraska. The State of Nebraska shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the County. No breach by the County of any such pledge,

mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Nebraska or any charge upon its general credit or against its taxing power.

No Bonds issued hereunder shall constitute a debt, liability or general obligation of the State of Nebraska or a pledge of the faith and credit of the State of Nebraska. Each Bond issued hereunder shall contain on its face a statement that neither the faith and credit nor the taxing power of the State of Nebraska or any political subdivision thereof is pledged to the payment of the principal of or the interest on such Bond.

Section 603. Payment of Bonds. The County shall duly and punctually pay, but solely from the sources specified in this Bond Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Bond Indenture.

Section 604. Performance of Covenants. The County shall (to the extent within its control) faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 605. Inspection of Books. The County covenants and agrees that all books and documents in its possession relating to the Bonds, this Bond Indenture and the Loan Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Bond Trustee may from time to time designate. The Bond Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Bond Indenture and the Loan Agreement, and the transactions relating thereto, including financial statements of the Corporation, shall be open to inspection by the County during business hours upon reasonable notice.

Section 606. Enforcement of Rights. The County agrees that the Bond Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Bond Indenture in its name or in the name of the County may enforce all rights of the County and the Bond Trustee and all obligations of the Corporation under and pursuant to the Loan Agreement and any other Transaction Documents for and on behalf of the bondowners, whether or not the County is in default hereunder. The Loan Agreement and all other documents, instruments or policies of insurance required by the Bond Trustee shall be delivered to and held by the Bond Trustee.

Section 607. Amendments to the Loan Agreement. The Loan Agreement may be supplemented or amended by Supplemental Loan Agreements executed by the County and the Corporation as provided in **Article VII** of the Loan Agreement; provided that subsequent to the issuance of any Bonds and prior to their payment in full (or provision thereof having been made in accordance with the provisions of this Bond Indenture), the Loan Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Bond Trustee and the Corporation.

Section 608. Tax Covenants. The County (to the extent within its power or direction) shall not use or permit the use of any proceeds of Series 2020 Bonds or any other funds of the County, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would adversely affect the exclusion of the interest on any Series 2020 Bond from gross income for federal income tax purposes. The County agrees that so long as any of the Series 2020 Bonds remain Outstanding, it will comply with the provisions of the Tax Compliance Agreement applicable to the County.

The Bond Trustee agrees to comply with the provisions of the Tax Compliance Agreement applicable to the Bond Trustee, and upon receipt of any Opinion of Bond Counsel upon which the Bond

Trustee may rely which sets forth requirements, to comply with any statute, regulation or ruling that may apply to it as Bond Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion, if applicable, from federal gross income of the interest on the Bonds.

Section 609. Information Provided to County. The Bond Trustee shall provide to the County, promptly upon request by the County, copies of the financial statements and other data as presently required by the Loan Agreement. The County is under no obligation to request or review information pursuant to this Section. Each Opinion of Bond Counsel required to be addressed and delivered to the Bond Trustee under any provision of this Bond Indenture shall also be addressed and delivered to the County.

ARTICLE VII DEFAULT AND REMEDIES

Section 701. Events of Default. The term “**event of default**,” wherever used in this Bond Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond within five (5) days of when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond within five (5) days of when the same becomes due and payable (whether at maturity, upon proceedings for redemption or purchase, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the County in this Bond Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **30** days after there has been given to the County and the Corporation by the Bond Trustee or to the County, the Corporation and the Bond Trustee by the owners of at least **10%** in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30**-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the County shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch within a **120**-day period from the date of the written notice specifying the default or breach (or such greater period accepted in writing by the Purchaser); or

(d) any event of default under the Loan Agreement shall occur and is continuing and has not been waived.

The provisions of subsection (c) and (d) above are subject to the following limitation: If by reason of “force majeure”, the County is unable in whole or in part to carry out any of its agreements contained herein, the County shall not be deemed in default under subsections (c) and (d) above during the continuance of such disability. The term “force majeure” includes the following; acts of God; strikes; lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States of America, the state or states in which the County is doing business, or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections;

riots; epidemics or pandemics; storms; floods; washouts; droughts; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or similar acts or events (other than financial acts or events) not within the control of the County. The County agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its agreements contained herein.

With regard to any alleged default concerning which notice is given to the Corporation under the provisions of this Section, the County hereby grants the Corporation full authority for the account of the County to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the County, with full power to do any and all things and acts to the same extent that the County could do and perform any such things and acts in order to remedy such default.

Section 702. Acceleration of Maturity; Rescission and Annulment. If an event of default occurs and is continuing, the Bond Trustee may, and if requested in writing by the owners of not less than **25%** in principal amount of the Bonds Outstanding shall, by written notice to the Corporation, declare the principal of all Bonds Outstanding and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Bond Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the County, the Corporation and the Bond Trustee, rescind and annul such declaration and its consequences if:

- (a) the County has deposited with the Bond Trustee a sum sufficient to pay:
 - (1) all overdue installments of interest on all Bonds,
 - (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds,
 - (3) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Bonds, and
 - (4) all sums paid or advanced by the Bond Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel; and
- (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 710** of this Bond Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Exercise of Remedies by the Bond Trustee. Upon the occurrence and continuance of any event of default under this Bond Indenture, unless the same is waived as provided in this Bond Indenture, the Bond Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Bond Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Bond Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Bond Indenture, to realize on or to foreclose any of its interests or liens under this Bond Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the County as set forth in this Bond Indenture and to enforce or preserve any other rights or interests of the Bond Trustee under this Bond Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than **25%** in principal amount of Bonds Outstanding and if indemnified as provided in and subject to the terms of **Section 802(c)** of this Bond Indenture, the Bond Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Bond Trustee shall deem most expedient in the interests of the bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and of the bondowners under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Enforcement Without Possession of Bonds.* All rights of action under this Bond Indenture or any of the Bonds may be enforced and prosecuted by the Bond Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Bond Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel, and subject to the provisions of **Section 707** hereof, shall be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(e) *Restoration of Positions.* If the Bond Trustee or any bondowner has instituted any proceeding to enforce any right or remedy under this Bond Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Bond Trustee or to such bondowner, then and in every case the County, the Corporation, the Bond Trustee and the bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Bond Indenture, and thereafter all rights and remedies of the Bond Trustee and the bondowners shall continue as though no such proceeding had been instituted.

Section 704. Bond Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the County or any other obligor upon the Bonds or of such other obligor or their creditors, the Bond Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Bond Trustee shall have made any demand on the County for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers

or documents as may be necessary or advisable in order to have the claims of the Bond Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel) and of the bondowners allowed in such judicial proceeding; and

(b) to collect and receive any moneys payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each bondowner to make such payments to the Bond Trustee, and in the event that the Bond Trustee shall consent to the making of such payments directly to the bondowners, to pay to the Bond Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel, and any other amounts due the Bond Trustee under **Section 804**.

Nothing herein contained shall be deemed to authorize the Bond Trustee to authorize or consent to or accept or adopt on behalf of any bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any owner thereof, or to authorize the Bond Trustee to vote in respect of the claim of any bondowner in any such proceeding.

Section 705. Limitation on Suits by Bondowners. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Bond Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Bond Indenture, unless

(a) such owner has previously given written notice to the Bond Trustee of a continuing event of default;

(b) the owners of not less than **25%** in principal amount of the Bonds Outstanding shall have made written request to the Bond Trustee to institute proceedings in respect of such event of default in its own name as Bond Trustee under this Bond Indenture;

(c) such owner or owners have offered to the Bond Trustee indemnity as provided in **Section 802(c)** and **Section 804** of this Bond Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Bond Trustee for **60** days after its receipt of such written notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Bond Trustee during such **60**-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Bond Indenture to affect, disturb or prejudice the lien of this Bond Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Bond Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Bond Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal

of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Bond Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 706. Control of Proceedings by Bondowners. Subject to the provisions of **Section 705** hereof, the owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an event of default:

(a) to require the Bond Trustee to proceed to enforce this Bond Indenture and the Loan Agreement, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Bond Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee under this Bond Indenture or the Loan Agreement, provided that

(1) such direction shall not be in conflict with any rule of law, this Bond Indenture or the Loan Agreement,

(2) the Bond Trustee may take any other action deemed proper by the Bond Trustee which is not inconsistent with such direction, and

(3) the Bond Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Section 707. Application of Moneys Collected. Any moneys collected by the Bond Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Bond Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Bond Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all undeducted amounts due the Bond Trustee under **Section 804** of this Bond Indenture;

(b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Bonds and Parity Obligations (to the extent of the parity interests thereof) for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Bond Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds and Parity Obligations, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(c) **Third:** To the payment of the remainder, if any, to the Corporation or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Bond Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Section 708. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Bond Trustee or to the bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 709. Delay or Omission Not Waiver. No delay or omission of the Bond Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Bond Trustee or to the bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Bond Trustee or by the bondowners, as the case may be.

Section 710. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Bond Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Bond Trustee and the County, on behalf of the owners of all the Bonds waive any past default or event of default hereunder and its consequences, except the following which cannot be waived without the consent of the owner of each Outstanding Bond affected:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond,
- or
- (b) in respect of a covenant or provision hereof which under **Article IX** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Bond Indenture; but no such waiver shall extend to or affect any subsequent or other default or event of default or impair any right or remedy consequent thereon.

ARTICLE VIII THE BOND TRUSTEE

Section 801. Acceptance of Trusts; Certain Duties and Responsibilities. The Bond Trustee accepts and agrees to execute the trusts imposed upon it by this Bond Indenture, but only upon the following terms and conditions:

(a) Except during the continuance of an event of default,

(1) the Bond Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture, and no implied covenants or obligations shall be read into this Bond Indenture against the Bond Trustee; and

(2) in the absence of bad faith on its part, the Bond Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, resolutions, statements, notices, other instruments or opinions furnished to the Bond Trustee and conforming to the requirements of this Bond Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bond Trustee, the Bond Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Bond Indenture.

(b) If an event of default has occurred and is continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.

(c) No provision of this Bond Indenture shall be construed to relieve the Bond Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(2) the Bond Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Bond Trustee, unless it shall be proved that the Bond Trustee was negligent in ascertaining the pertinent facts;

(3) the Bond Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee, under this Bond Indenture; and

(4) no provision of this Bond Indenture shall require the Bond Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. Under no circumstances shall the Bond Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(d) Whether or not therein expressly so provided, every provision of this Bond Indenture relating to the conduct of, affecting the liability of, or conveying rights and duties or affording protection to the Bond Trustee, whether acting as Bond Trustee, Paying Agent or bond registrar, shall be subject to the provisions of this **Article VIII**.

Section 802. Certain Rights of Bond Trustee. Except as otherwise provided in **Section 801** of this Bond Indenture:

(a) The Bond Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, including certificates and requests from the Purchaser, a County Representative, or a Corporation Representative. Any action taken by the Bond Trustee pursuant to this Bond Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(b) The Bond Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Bond Trustee hereunder in good faith and in reliance thereon. The Bond Trustee may execute any of the trusts or powers hereof and perform any rights and obligations required of it hereunder by or through agents, attorneys or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its rights and obligations hereunder, and the Bond Trustee shall not be answerable for the conduct of any such agent, attorney or receiver selected by it with due care.

(c) Notwithstanding anything in this Bond Indenture to the contrary, the Bond Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Bond Indenture, whether at the request or direction of any of the bondowners pursuant to this Bond Indenture, or otherwise unless such bondowners shall have offered to the Bond Trustee reasonable security or indemnity against the fees, costs, expenses and liabilities (except as may result from the Bond Trustee's own negligence or willful misconduct) which might be incurred by it in compliance with such request or direction or in connection with the exercise of such requests or powers, provided, however, that the Bond Trustee shall not be required to take any action which it shall in good faith and upon the advice of counsel conclude could result in personal or environmental liability to the Bond Trustee.

(d) The Bond Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Bond Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Bond Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the County, personally or by agent or attorney.

(e) The Bond Trustee assumes no responsibility for the correctness of the recitals contained in this Bond Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Bond Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Bond Indenture or of the Bonds. The Bond Trustee shall not be accountable for the use or application by the County or the Corporation of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the County or the Corporation under any provision of this Bond Indenture.

(f) The Bond Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the County or the Corporation with the same rights it would have if it were not Bond Trustee.

(g) All money received by the Bond Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Bond Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Bond Indenture. The Bond Trustee shall be under no liability for interest on any money received by it hereunder.

(h) The permissive right of the Bond Trustee to do things enumerated in the Bond Indenture shall not be construed as a duty.

(i) The Bond Trustee shall not be required to give any bond or security in respect of the execution of its trusts and powers hereunder or otherwise.

Section 803. Notice of Defaults. The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the County to cause to be made any of the payments to the Bond Trustee required to be made by **Article IV** of this Bond Indenture, unless the Bond Trustee shall be specifically notified in writing of such default by the County, the Corporation, the annual written compliance certificate required by the Loan Agreement, or the owners of at least **10%** in principal amount of all Bonds Outstanding, and in the absence of such written notice so delivered, the Bond Trustee may conclusively assume there is no default except as aforesaid. Within **10** days after the occurrence of any default hereunder of which the Bond Trustee is required to take notice or for which the Bond Trustee has received notice as provided in this Section, the Bond Trustee shall give written notice of such default by mail to the County, the Corporation and all owners of Bonds as shown on the bond register maintained by the Bond Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond, the Bond Trustee shall be protected in withholding such notice if and so long as the Bond Trustee in good faith determines that the withholding of such notice is in the interests of the bondowners. For the purpose of this Section, the term **“default”** means any event which is, or after notice or lapse of time or both would become, an event of default.

Section 804. Compensation and Reimbursement. The Bond Trustee shall be entitled to payment of and/or reimbursement by the Corporation and as otherwise provided herein for any reasonable fees, expenses, disbursements and advances incurred or made by the Bond Trustee in accordance with any provision of this Bond Indenture, including agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Bond Trustee in the performance of its duties hereunder, except any such fees, expenses, disbursements or advances as may be attributable to the Bond Trustee's negligence or willful misconduct.

Pursuant to the provisions of the Loan Agreement, the Corporation has agreed to pay to the Bond Trustee as Additional Payments all reasonable fees, charges, advances and expenses of the Bond Trustee, and the Bond Trustee agrees to look only to the Corporation for the payment of all reasonable fees, charges, advances and expenses of the Bond Trustee and any Paying Agent as provided in the Loan Agreement. The Bond Trustee agrees that the County shall have no liability for any fees, charges and expenses of, or any indemnification of, the Bond Trustee or for any indemnification of the Bond Trustee hereunder, and the Bond Trustee agrees to look only to the Corporation for the payment of all fees, charges, expenses and indemnification of the Bond Trustee as provided in the Loan Agreement. Upon the occurrence of an event of default and during its continuance, the Bond Trustee shall have a lien with right of payment prior to payment on account of principal of, redemption premium, if any, or interest on any

Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, charges and expenses incurred.

Section 805. Corporate Bond Trustee Required; Eligibility. There shall at all times be a Bond Trustee hereunder which shall be a national or state bank or trust company authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and (i) having a combined capital and surplus of at least \$75,000,000, or (ii) providing an unconditional guarantee of the full and prompt performance by the Bond Trustee of all of its obligations under this Bond Indenture and each of the other Transaction Documents to which the Bond Trustee is a party or by which it assumes any obligation. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 806. Resignation and Removal of Bond Trustee.

(a) The Bond Trustee may resign at any time by giving written notice thereof to the County, the Corporation and each owner of Bonds Outstanding as shown by the bond register required by this Bond Indenture to be kept at the office of the Bond Trustee. If an instrument of acceptance by a successor Bond Trustee shall not have been delivered to the Bond Trustee within **30** days after the giving of such notice of resignation, the resigning Bond Trustee may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee.

(b) If the Bond Trustee has or shall acquire any conflicting interest (as defined in the Trust Indenture Act of 1939, as amended), it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the County or the Corporation (so long as the Corporation is not in default under this Bond Indenture) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Subsection (a).

(c) The Bond Trustee may be removed at any time upon **30** days notice by an instrument or concurrent instruments in writing signed by the owners of a majority in principal amount of the Outstanding Bonds (or by a Corporation Representative so long as the Corporation is not in default under the Loan Agreement), delivered to the County and the Bond Trustee. The County or any bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Bond Trustee.

(d) If at any time:

(1) the Bond Trustee shall fail to comply with Subsection (b) after written request therefor by the County or by any bondowner, or

(2) the Bond Trustee shall cease to be eligible under **Section 805** and shall fail to resign after written request therefor by the County or by any such bondowner, or

(3) the Bond Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Bond Trustee or of its property shall be appointed or any public officer shall take charge or control of the Bond Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (a) the County may remove the Bond Trustee, or (b) any bondowner may petition any court of competent jurisdiction for the removal of the Bond Trustee and the appointment of a successor Bond Trustee.

(e) The Bond Trustee shall give notice of each resignation and each removal of the Bond Trustee and each appointment of a successor Bond Trustee by mailing written notice of such event to the registered owners of Bonds as their names and addresses appear in the bond register. Each notice shall include the name of the successor Bond Trustee and the address of its principal corporate trust office.

(f) No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Bond Trustee under **Section 808**.

Section 807. Appointment of Successor Bond Trustee. If the Bond Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Bond Trustee for any cause, the County (with the Corporation's written consent so long as the Corporation is not in default hereunder), or the owners of a majority in principal amount of Bonds Outstanding (if the Corporation is in default hereunder), by an instrument or concurrent instruments in writing delivered to the County and the retiring Bond Trustee, shall promptly appoint a successor Bond Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a successor to fill such vacancy until a new Bond Trustee shall be so appointed by the bondowners.

Section 808. Acceptance of Appointment by Successor. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to the County and to the retiring Bond Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Bond Trustee shall become effective and the duties and obligations of such retiring Bond Trustee shall thereafter cease and terminate, and such successor Bond Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Bond Trustee; but, on request of the County or the successor Bond Trustee, such retiring Bond Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Bond Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Bond Trustee, and shall duly assign, transfer and deliver to such successor Bond Trustee all property and money held by such retiring Bond Trustee hereunder, subject nevertheless to its lien, if any, provided for in **Section 804**. Upon request of any such retiring or successor Bond Trustee, the County shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Bond Trustee all such estates, properties, rights, powers and trusts.

Section 809. Merger, Consolidation and Succession to Business. Any corporation or association into which the Bond Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Bond Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the municipal corporate trust business of the Bond Trustee, shall be the successor of the Bond Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 810. Co-Bond Trustees and Separate Bond Trustees. The Bond Trustee shall have power to appoint (and remove), with the consent of the County, one or more Persons to act as co-trustee,

jointly with the Bond Trustee, or as separate trustee, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section.

Section 811. Designation of Paying Agents. The Bond Trustee (including any successor Bond Trustee) is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The County may, in its discretion, cause the necessary arrangements to be made through the Bond Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds, or at the principal corporate trust office of said alternate Paying Agents.

Section 812. Advances by Bond Trustee. If the Corporation shall fail to make any payment or perform any of its covenants in the Loan Agreement, the Bond Trustee may, but shall not be required, at any time and from time to time, use and apply any moneys held by it under this Bond Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Corporation. All moneys so used or advanced by the Bond Trustee, together with interest at the Bond Trustee's announced prime rate per annum plus 2%, shall be repaid by the Corporation upon demand and such advances shall be secured under this Bond Indenture prior to the Bonds. For the repayment of all such advances the Bond Trustee shall have the right to use and apply any moneys at any time held by it under this Bond Indenture but no such use of moneys or advance shall relieve the Corporation from any default hereunder.

ARTICLE IX SUPPLEMENTAL BOND INDENTURES

Section 901. Supplemental Bond Indentures without Consent of Bondowners. Without the consent of the owners of any Bonds, the County and the Bond Trustee may from time to time enter into one or more Supplemental Bond Indentures for any of the following purposes:

(a) to correct or amplify the description of the Project or of any property at any time subject to the lien of this Bond Indenture, or better to assure, convey and confirm unto the Bond Trustee any property subject or required to be subjected to the lien of this Bond Indenture, or to subject to the lien of this Bond Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to evidence the appointment of a separate trustee or the succession of a new trustee under this Bond Indenture; or

(d) to add to the covenants of the County or to the rights, powers and remedies of the Bond Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the County; or

(e) to cure any ambiguity, to correct or supplement any provision in this Bond Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Bond Indenture, which shall not be inconsistent with the provisions of this Bond Indenture, provided such action shall not in the

judgment of the Corporation materially adversely affect the interests of the owners of the Bonds;
or

(f) to issue or evidence the incurrence of Additional Bonds in accordance with **Section 201** hereof or Parity Obligations pursuant to the provisions of the Loan Agreement; or

(g) to make necessary or advisable amendments or additions in connection with the issuance of Additional Bonds in accordance with **Section 201** hereof or in connection with Parity Obligations incurred pursuant to the provisions of the Loan Agreement; or

(h) to modify, eliminate or add to the provisions of this Bond Indenture to such extent as shall be necessary to effect the qualification of this Bond Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or any state of the United States of America.

Section 902. Supplemental Bond Indentures with Consent of Bondowners. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Bond Indenture, the County and the Bond Trustee may enter into one or more Supplemental Bond Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Bond Indenture or of modifying in any manner the rights of the owners of the Bonds under this Bond Indenture; provided, however, that no such Supplemental Bond Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Bond Indenture, or the consent of whose owners is required for any waiver provided for in this Bond Indenture of compliance with certain provisions of this Bond Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the County to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term "Outstanding"; or

(e) modify any of the provisions of this Section or **Section 710**, except to increase any percentage provided thereby or to provide that certain other provisions of this Bond Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) except as authorized hereunder for Additional Bonds and Parity Obligations, permit the creation of any lien ranking prior to or on a parity with the lien of this Bond Indenture with respect to any of the Trust Estate or terminate the lien of this Bond Indenture on any

property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Bond Indenture.

The Bond Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Bond Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Bond Trustee shall not be liable for any such determination made in good faith, and may conclusively rely upon an Opinion of Counsel.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Bond Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Section 903. Execution of Supplemental Bond Indentures. Prior to executing, or accepting the additional trusts created by, any Supplemental Bond Indenture permitted by this Article or the modification thereby of the trusts created by this Bond Indenture, the Bond Trustee shall be provided with, and, subject to **Section 801**, shall be fully protected in relying upon, an Opinion of Counsel addressed to the Bond Trustee and the County stating that the execution of such Supplemental Bond Indenture is authorized or permitted by this Bond Indenture and the Act and will, upon execution and delivery thereof, be valid and binding upon the County in accordance with its terms. The Bond Trustee may, but shall not, except to the extent required in the case of any Supplemental Bond Indenture entered into under **Section 901(h)**, be obligated to, enter into any such Supplemental Bond Indenture which affects the Bond Trustee's own rights, duties or immunities under this Bond Indenture or otherwise.

Section 904. Effect of Supplemental Bond Indentures. Upon the execution of any Supplemental Bond Indenture under this Article, this Bond Indenture shall be modified in accordance therewith and such Supplemental Bond Indenture shall form a part of this Bond Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 905. Reference in Bonds to Supplemental Bond Indentures. Bonds authenticated and delivered after the execution of any Supplemental Bond Indenture pursuant to this Article may, and if required by the Bond Trustee shall, bear a notation in form approved by the Bond Trustee as to any matter provided for in such Supplemental Bond Indenture. If the County shall so determine, new Bonds so modified as to conform, in the opinion of the Bond Trustee and the County, to any such Supplemental Bond Indenture may be prepared and executed by the County and authenticated and delivered by the Bond Trustee in exchange for Outstanding Bonds.

Section 906. Corporation's Consent to Supplemental Bond Indentures. So long as the Corporation is not in default under the Loan Agreement, a Supplemental Bond Indenture under this Article which affects any rights of the Corporation will not become effective unless and until the Corporation consents in writing to the execution and delivery of such Supplemental Bond Indenture; provided that receipt by the Bond Trustee of a Supplemental Loan Agreement executed by the Corporation in connection with the issuance of Additional Bonds shall be deemed to be the consent of the Corporation to the execution of the related Supplemental Bond Indenture.

Section 907. Bondowner Consent and Waiver Requests; Deemed Consents and Waivers.

(a) In addition to other available procedures for requesting consent of or waiver by bond owners, and for any purpose relating to the Bonds, this Bond Indenture, the Loan Agreement, the Continuing Disclosure Agreement, or any other Transaction Documents, the Corporation may, on any

date, request in writing that the Bond Trustee assist the Corporation in communicating any request for consent or waiver to all or any affected bond owners, with the proposed terms and conditions of such consent or waiver as determined by the Corporation. Upon receipt of such request, the Bond Trustee shall assist the Corporation by giving the notice (which may be satisfied by sending by Electronic Means) of such request, prepared by the Corporation, to the owners of such Bonds, and providing to the Corporation any responses received from such owners. The Bond Trustee shall have no liability in connection with any such consent or waiver request, and the Corporation shall pay and indemnify the Bond Trustee and the County for all costs related thereto.

(b) As an additional alternative for any other available process to obtain consent of or waiver from bond owners, if any consent or waiver request notice is given by the Bond Trustee pursuant to **Subsection 907(a)** above at least **60** days before the planned effective date of any changes requested in such consent or waiver request, then consent of (or waiver by) a majority in principal amount of the Bonds then Outstanding shall be deemed given (without required response by any owner), unless within 30 days after the date such notice was given, the Bond Trustee or the Corporation receive written notice rejecting, objecting to, or requesting additional information regarding, such consent or waiver request, from owners of at least in 10% in principal amount of the Bonds then Outstanding.

ARTICLE X SATISFACTION AND DISCHARGE

Section 1001. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Bond Indenture and will cease to be entitled to any lien, benefit or security of this Bond Indenture if the County shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Bond Trustee for cancellation; or
- (c) by depositing in trust with the Bond Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Bond Indenture or provision satisfactory to the Bond Trustee is made for the giving of such notice.

The foregoing notwithstanding, the liability of the County in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Permitted Investments deposited with the Bond Trustee as aforesaid.

Defeasance Obligations so deposited with the Bond Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such Defeasance Obligations and the earnings therefrom shall be applied by the Bond Trustee to the payment (either directly or through any Paying Agent, as the Bond Trustee may determine) to the

Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Permitted Investments have been deposited with the Bond Trustee.

Section 1002. Satisfaction and Discharge of Bond Indenture. This Bond Indenture and the lien, rights and interests created by this Bond Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein provided for) if the following conditions are met:

(a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1001**;

(b) all other sums payable under this Bond Indenture with respect to the Bonds are paid or provision satisfactory to the Bond Trustee is made for such payment;

(c) receipt by the Bond Trustee and the County of an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) addressed to each of them to the effect that so providing for the payment of any Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Bond Indenture; and

(d) receipt by the Bond Trustee and the County of an Opinion of Bond Counsel addressed to each of them to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Bond Indenture have been complied with.

Thereupon, the Bond Trustee shall execute and deliver to the County a termination statement and such instruments of satisfaction and discharge of this Bond Indenture as may be necessary and shall pay, assign, transfer and deliver to the County, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Bond Indenture as a part of the Trust Estate, other than moneys or Permitted Investments held in trust by the Bond Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 1003. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Bond Indenture, the Bond Trustee shall retain such rights, powers and duties under this Bond Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. The right of the Bond Trustee to indemnity and the right to compensation and reimbursement pursuant to **Section 804** shall survive termination and discharge of this Bond Indenture. In addition, the provisions of **Section 4.4(e), 5.4, 9.5** and **9.6** of the Loan Agreement and **Sections 602, 1202** and **1203** hereof shall survive the termination and discharge of this Bond Indenture.

Section 1004. Reserved Rights in Escrow. The other provisions of this Bond Indenture notwithstanding, (a) subsequent to the date that moneys and/or Defeasance Obligations are deposited with the Bond Trustee to provide for the payment of all or any portion of the Bonds at the respective maturity dates therefor, the County may, if directed by the Corporation, elect to call such Bonds (or any portions thereof) on any earlier redemption date applicable to such Bonds (*e.g.*, pursuant to **Section 301(a)** or **(c)**) and/or cause to be delivered all or any portion of such Bonds acquired by the Corporation (whether by open market purchase or any other means) for cancellation and redemption in advance of their scheduled respective maturity or redemption dates, and may reduce the amount of moneys and/or Defeasance Obligations held in escrow for the remaining outstanding Bonds. No such election shall be made, however, unless the Corporation shall, in connection with the payment, discharge or defeasance resulting

from such election, provide evidence to the Bond Trustee demonstrating satisfaction of the applicable requirements of **Section 1001**.

ARTICLE XI NOTICES, CONSENTS AND OTHER ACTS

Section 1101. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Bond Indenture to be made, given or furnished to or filed with the following Persons, if the same shall be delivered in person or duly mailed by first class mail or carrier service at the following addresses, or given by Electronic Means, provided that notice to the Bond Trustee by any means shall be effective only upon receipt:

(a) To the County at:

The County of Lancaster, in the State of Nebraska
555 S. 10th Street
Lincoln, Nebraska 68508
Attention: Chair, Board of Commissioners

(b) To the Bond Trustee at:

BOKF, National Association
1248 O Street, Suite 764
Lincoln, Nebraska 68508
Attention: Corporate Trust Group

(c) To the Corporation at:

Tabitha, Inc.
4720 Randolph Street
Lincoln, Nebraska 68510
Attention: Chief Financial Officer

(d) To the Bondowners other than the Purchaser of the Series 2020 Bonds:

At the addresses of the bondowners as shown on the bond register maintained by the Bond Trustee under this Bond Indenture.

If notice to bondowners is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular bondowner shall affect the sufficiency of such notice with respect to other bondowners. Where this Bond Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by bondowners shall be filed with the Bond Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1102. Acts of Bondowners. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Bond Indenture to be given or taken by bondowners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed

by such bondowners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Bond Trustee, and, where it is hereby expressly required, to the County or the Corporation.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the County or the Corporation shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Bond Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bond Trustee knows to be so owned shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Bond Trustee or the County in reliance thereon, whether or not notation of such action is made upon such Bond.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1201. Further Assurances. The County shall do, execute, acknowledge and deliver such Supplemental Bond Indentures and such further acts, instruments, financing statements and assurances as the Bond Trustee may reasonably require for accomplishing the purposes of this Bond Indenture.

Section 1202. Immunity of Officers, Employees and Members of County. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Bond Indenture against any past, present or future officer, director, member, employee or agent of the County, or of any successor public corporation, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Bond Indenture and the issuance of Bonds.

Section 1203. Limitation on County Obligations. Any other term or provision in this Bond Indenture or in any other Transaction Documents or elsewhere to the contrary notwithstanding:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the County or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Bond Indenture or any of the other Transaction Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the "Obligations"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

- (1) Bond proceeds and investments therefrom; and

(2) Payments derived from the Bonds, this Bond Indenture (including the Trust Estate to the extent provided in this Bond Indenture) and the Loan Agreement (except for the fees and expenses of the County and the County's right to indemnification under the Loan Agreement under certain circumstances and as otherwise expressly set forth therein);

(the above provisions (1) and (2) being collectively referred to as the "exclusive sources of the Obligations").

(b) The Obligations shall not be deemed to constitute a debt or liability of the State of Nebraska or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Nebraska or of any political subdivision thereof, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the State of Nebraska or any political subdivision thereof or any charge upon their general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the County, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Bond Indenture be construed as:

(1) depriving the County of any right or privilege; or

(2) requiring the County or any member, officer, agent, employee, representative or advisor of the County to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the County's being in violation of the Act or any other applicable state or federal law.

Section 1204. Benefit of Bond Indenture. This Bond Indenture shall inure to the benefit of and shall be binding upon the County and the Bond Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Bond Indenture, nothing in this Bond Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed hereunder, the Purchaser, the Corporation and the owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Bond Indenture.

Section 1205. Severability. If any provision in this Bond Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1206. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be signed, sent, received and stored electronically. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1207. Execution in Counterparts. This Bond Indenture may be executed by electronic transmission and in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1208. Governing Law. This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Nebraska.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the County and the Bond Trustee have caused this Bond Indenture to be duly executed by their duly authorized officers, all as of the day and year first above written.

**THE COUNTY OF LANCASTER, IN THE STATE
OF NEBRASKA**

By: _____
Title: Chair

ATTEST:

By: _____
Title: Clerk

BOKF, NATIONAL ASSOCIATION, as Bond
Trustee

By: _____
Name: Chad Shirk
Title: Vice President, Corporate Trust

ATTEST:

By: _____
Name:
Title:

**SCHEDULE 1
TO BOND TRUST INDENTURE**

TERMS OF THE SERIES 2020 BONDS

The following terms and provisions shall apply for the Series 2020 Bonds.

Bonds Dated:	Date of original issuance and delivery
Bond Numbering:	R-1 consecutively upward from in order of issuance or other manner designated by Bond Trustee
Bond Denominations:	\$5,000 or any integral multiple thereof
Interest Payment Dates:	June 1 and December 1 of each year through maturity, commencing June 1, 2021
Day Count Convention:	360-day year and 30-day months
Interest Rates:	The Series 2020 Bonds shall bear interest at fixed interest rates to maturity at the interest rates set forth on Schedule 1-P&I of this Bond Indenture
Aggregate Original Principal Amount:	The aggregate original principal amount of the Series 2020 Bonds shall be \$_____
Maturity:	The Series 2020 Bonds shall mature on December 1 in the years and in the principal amounts, and be subject to mandatory sinking fund redemption on each June 1 in the years and in the principal amounts as set forth on Schedule 1-P&I of this Bond Indenture
Security Documents:	<p>The following documents relating to the Series 2020 Bonds, as from time to time supplemented and amended, and subject to termination in accordance with their terms:</p> <p style="padding-left: 40px;">(i) Deed of Trust and Security Agreement dated December __, 2020 (the “Deed of Trust”) to BOKF, National Association, as trustee thereunder (the “Deed Trustee”) for the benefit of Bond Trustee, granting the Deed Trustee a lien on certain real property of the Trustor and a security interest in certain personal property of the Trustor.</p>
Optional Redemption:	<p>Optional Redemption of Series 2020 Bonds: At the option of the County upon written direction from the Corporation, the Series 2020 Bonds may be called for redemption and payment prior to maturity in whole or in part on any date on or after (i) the fifth anniversary of the date of delivery thereof (December __, 2025) at a redemption price equal to 101% of the principal amount thereof to be redeemed, plus accrued interest, if any, and (ii) the sixth anniversary of the date of delivery thereof (December __, 2026) at a redemption price equal to 100% of the principal amount thereof to plus accrued interest, if any, without premium.</p>

**Extraordinary
Optional
Redemption:**

Extraordinary Optional Redemption of Series 2020 Bonds: In addition to and without limitation of the other redemption provisions of this Bond Indenture, the Series 2020 Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the Corporation, in whole or in part at any time, at the redemption prices specified below, upon the occurrence of any of the following events:

(i) at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, if all or a substantial portion of the Project is damaged or destroyed by fire or other casualty, or title to, or the temporary use of, all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any authority exercising or threatening the exercise of the power of eminent domain or title thereto is found to be deficient, to such extent that in the determination of the Corporation (A) the Project cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Corporation is thereby prevented from carrying on its normal operations of the Project, or (C) the cost of restoration or replacement thereof would exceed the net proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto; or

(ii) at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, if as a result of any changes in the Constitution of the State of Nebraska or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Corporation in good faith, this Bond Indenture or the Loan Agreement becomes void or unenforceable or impossible of performance, which determination is made by the Corporation and confirmed by an Opinion of Bond Counsel.

**SCHEDULE 1-P&I
TO BOND TRUST INDENTURE**

MATURITIES, MANDATORY SINKING FUND REDEMPTION AND INTEREST RATES

Term Bonds

<u>Term Maturity (December 1)</u>	<u>Mandatory Sinking Fund Payment (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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**APPENDIX A
TO BOND TRUST INDENTURE**

The Refunded Obligations

The “Refunded Bonds” include the following series of bonds:

- Of the Hospital Authority No. 1 of Lancaster County, Nebraska
 - All of the \$1,325,000 outstanding principal amount Healthcare Revenue Bonds (Tabitha, Inc. Project) Series 2011, dated December 15, 2011
 - All of the \$5,085,000 outstanding principal amount Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project) Series 2014, dated June 30, 2014
 - All of the \$2,620,000 outstanding principal amount Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project) Series 2015, dated January 28, 2015
- Of the County
 - All of the \$5,045,000 outstanding principal amount Healthcare Revenue Bonds (Tabitha, Inc. Project) Series 2015C, dated July 23, 2015
- Of The County of Saline, in the State of Nebraska
 - All of the \$1,920,000 outstanding principal amount Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project) Series 2015A, dated January 28, 2015

Other Refunded Obligations include:

- A Promissory Note of the Borrower dated February 26, 2016 and outstanding in the principal amount of \$2,084,348.90.
- A Promissory Note of the Borrower dated March 1, 2018 and outstanding in the principal amount of \$82,613.13.

The Project

The “Project” includes the following:

All buildings, improvements, fixtures, machinery, equipment and other property owned or to be owned by the Corporation that are paid or refinanced or are to be paid in whole or in part, or for which the Corporation is reimbursed in whole or in part, from the proceeds of the Bonds and any repairs thereto or replacements or substitutions therefor, as more specifically set forth on **Exhibit [D]** to the Tax Compliance Agreement.

The final allocation of proceeds of the Bonds to facilities and expenditures comprising the Project may be subject to future changes to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to the Tax Compliance Agreement.

**APPENDIX B
TO BOND TRUST INDENTURE**

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

The Series 2020 Bonds, the interest thereon and any other payments or costs incident thereto do not constitute an indebtedness of the County, any city or village in the County or in the State, and neither the State nor any such county, city or village in the State shall be liable thereon, nor in any event shall the Series 2020 Bonds be payable out of any funds or properties other than those held under and pursuant to this Bond Indenture and pledged therefor. The County's taxing power is not pledged for payment of the Series 2020 Bonds.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

Registered
No. R-__

Registered
\$ _____

**THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA
REVENUE REFUNDING BOND
(TABITHA PROJECTS)
SERIES 2020**

Interest Rate

Maturity Date

Dated Date

__%

December 1, 20__

December __, 2020

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA, a county and political subdivision duly organized and existing under the laws of the State of Nebraska (the "County"), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the principal amount stated above on the maturity date stated above, except as the provisions herein described with respect to redemption or purchase prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rates per annum described herein from the dated date stated above or from the most recent interest payment date to which interest has been paid or duly provided for, until said principal amount is paid.

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the County designated “Revenue and Refunding Bonds (Tabitha Projects), Series 2020,” in the aggregate principal amount of \$ _____ (the “Bonds”), issued pursuant to the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly means Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended, as from time to time amended (the “Act”) and pursuant to proceedings duly had by the County. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Bond Trust Indenture, dated as of December 1, 2020 (said Bond Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Bond Indenture”), between the County and BOKF, National Association as bond trustee (the “Bond Trustee”), for the purpose of making a loan to Tabitha, Inc., a nonprofit corporation organized and existing under the laws of the State of Nebraska (the “Corporation”), to provide funds for the purposes described in the Bond Indenture. The loan will be made pursuant to a Loan Agreement, dated as of December 1, 2020 (said Loan Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Loan Agreement”), between the County and the Corporation. Under the Bond Indenture, the County has pledged and assigned certain of its rights under the Loan Agreement, including the right to receive all Loan Payments thereunder, to the Bond Trustee as security for the Bonds. Reference is hereby made to the Bond Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the County, the Bond Trustee and the registered owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Bond Indenture with respect thereto may be made and upon which the Bond Indenture may be deemed satisfied and discharged prior to payment of the Bonds. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Bond Indenture.

Additional Security. The loan is secured by a Deed of Trust and Security Agreement, dated December __, 2020 (the “Deed of Trust”), under which the Corporation grants a lien on certain real and personal property, as more fully described therein. The loan is further secured by certain payments to be made by The Tabitha Foundation (the “Guarantor”) pursuant to a Guaranty Agreement dated as of December 1, 2020 between the Guarantor and the Bond Trustee (the “Guaranty Agreement”) to replenish deficiencies in the Series 2020 Reserve Fund.

Interest Rates, Redemptions and Other Terms of the Bonds. The Bonds shall bear interest at the interest rates, shall be subject to mandatory sinking fund redemption, optional redemption and purchase prior to maturity and shall be subject to such other terms as are set forth in the Bond Indenture, including as set forth in **Schedule 1** to the Bond Indenture which is attached to this bond (subject to future supplement and amendment in accordance with the Bond Indenture).

Method and Place of Payment. The principal of, interest, redemption premium if any, and purchase price, if any, on this Bond shall be payable, in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts, by the methods and subject to the terms of payment as set forth in the Bond Indenture.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the County payable solely out of Loan Payments derived by the County under the Loan Agreement and are secured by a pledge and assignment of such Loan Payments and other funds as provided in the Bond Indenture. The Bonds shall not be deemed to constitute a debt or liability of the State of Nebraska or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Nebraska or of any

political subdivision thereof, but shall be payable solely from the funds provided for in the Loan Agreement and in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the County, the State of Nebraska or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The County shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the County. No breach by the County of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the County or the State of Nebraska or any charge upon its general credit or its taxing power.

Transfer and Exchange. This Bond may be transferred or exchanged, as provided in the Bond Indenture, only upon the bond register maintained by the Bond Trustee at the above-mentioned office of the Bond Trustee by the registered owner hereof in person or by such owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Trustee duly executed by the registered owner or such owner's duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Indenture, and upon payment of the charges therein prescribed. The County, the Bond Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the bond register maintained by the Bond Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Bond Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to Participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The County and the Bond Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its Participants or persons acting through such Participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the County, the Bond Trustee and the Securities Depository.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all the Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or

the Bond Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Bond Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the Certificate of Authentication hereon shall have been executed by the Bond Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA** has caused this Bond to be executed in its name by facsimile signature of its chair and attested by signature of its clerk or and its facsimile seal to be applied hereto, all as of the Dated Date specified above.

CERTIFICATE OF AUTHENTICATION

THE COUNTY OF LANCASTER, IN THE STATE OF NEBRASKA

This Bond is one of the Bonds described in the within mentioned Bond Indenture.

Date of Authentication:

By: _____
Chair

[SEAL]

BOKF, NATIONAL ASSOCIATION,
Bond Trustee

ATTEST:

By:
Authorized Signature

Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security
Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Medallion or Guaranty:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

**SCHEDULE 1
TO BOND TRUST INDENTURE**

TERMS OF THE SERIES 2020 BONDS

[final Schedule 1 above to be included for bonds]

**APPENDIX C
TO BOND TRUST INDENTURE**

Request No: _____

Date: _____

**DISBURSEMENT REQUEST
(§ 403 - COSTS OF ISSUANCE)**

To: BOKF, National Association, Bond Trustee

Re: The County of Lancaster, in the State of Nebraska, Revenue Refunding Bonds (Tabitha Projects), Series 2020 (the “Bonds”)

You are hereby requested and directed pursuant to **Section 403** of the Bond Trust Indenture dated as of December 1, 2020 (the “Bond Indenture”), between the County of Lancaster, in the State of Nebraska and BOKF, National Association, as Bond Trustee, to pay from moneys in the Series 2020 Costs of Issuance Fund, to the following payees the following amounts for the following costs incurred in connection with the issuance of the Bonds under the Bond Indenture:

<u>Payee</u>	<u>Amount</u>	<u>Description of Costs of Issuance</u>
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The undersigned Corporation Representative hereby states and certifies that each item listed above is a proper cost of issuance that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

TABITHA, INC.

By: _____
Title: Corporation Representative